



Okin Adams Bartlett Curry
LLP

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December 10, 2024

Jerod Furr
Alliance Energy Partners, LLC
20008 Champions Forest Dr., Suite 1203
Spring, Texas 77379

Re: Terms of Engagement

Dear Mr. Furr:

I am pleased to confirm Okin Adams Bartlett Curry, LLP's (the "Firm") engagement to act as counsel to Alliance Energy Partners, LLC (the "Company") in connection with the restructuring of its debts and bankruptcy filing. We appreciate your confidence in us, and we look forward to working with you on this matter.

You have sought the Firm's advice with regard to the benefits of a chapter 11 filing by the Company. The Firm will advise management on the risks and benefits of such actions and any reasonable alternatives. Further, we will assist you when requested in discussions with your creditors regarding such a filing. If the Company decides to pursue a bankruptcy filing, we will also advise you with regard to: (1) pre-bankruptcy planning, including negotiation of any asset purchase agreements, restructuring support agreements or debtor in possession loans; (2) consultation with management regarding the filing of a chapter 11 bankruptcy case; (3) preparation for the filing of chapter 11 a case; (4) the filing of a chapter 11 bankruptcy petition and required schedules and statements; and (5) all matters before the bankruptcy court in connection with the Company's chapter 11 case. Unless explicitly set forth in a subsequent written engagement agreement or written amendment to this agreement, the Firm's engagement by the Company shall include only those matters specifically included above.

At the beginning of our representation of a client, it is our policy to describe the manner in which we will bill for legal services and disbursements. A clear understanding of those matters helps to maintain a harmonious professional relationship. I encourage you to consider the matters set forth in this letter carefully and to raise with me any questions that you may have now or later about its contents.

Our Firm will bill the Company for services rendered on an hourly basis. I will be the attorney at the Firm primarily responsible for handling this matter. The Firm charges for my services at a rate of \$550 per hour and for other lawyers in the Firm at rates between \$415 and \$825 per hour. Hourly rates for paralegals and other support staff range up to \$175 per hour. The Firm may change these rates in the future, in which case the new rates will apply to work done after your receipt of written

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notice from the Firm of those rate changes. In addition, expenses advanced on your behalf or internal charges for administrative services are added to the statement rendered for the month in which such expenses or charges are recorded in the billing system.

The Firm's standard practice is to require a retainer prior to beginning work on an engagement. Thus, as a preliminary matter, we will require a retainer from you of \$50,000 (the "Retainer"). The Retainer may be sent to us via check or wire transfer pursuant to the following instructions:

Bank Name:	Frost National Bank
Address:	P.O. Box 1315 Houston, TX 77251
Routing #	114000093
Acct. Name:	Okin & Adams LLP IOLTA Account
Acct #	502270617

We will deposit the Retainer in the Firm's client trust account where it will remain until it is applied to outstanding fees and expenses periodically as allowed by applicable bankruptcy law and rules.

Our standard practice is to bill on a monthly basis for fees and expenses incurred in the prior month. This allows our clients to monitor both current and cumulative fees and expenses. We will only apply the Retainer towards payment of a statement in the following circumstances: (i) at the conclusion of our representation, (ii) immediately prior to filing a bankruptcy case, or (iii) if a statement remains outstanding for more than 60 days. If timely payment of an invoice is not made, especially if we have to apply the Retainer to outstanding statements, the Firm may suspend or terminate any work in progress. We may also choose to withdraw from this representation entirely and will do so in a manner consistent with applicable ethical standards. Before we file a bankruptcy petition on the Company's behalf, we will require you to pay all outstanding invoices and replenish the Retainer to the full amount required above. Until this is done, we cannot file a bankruptcy petition. After a bankruptcy filing, payment of monthly invoices will be subject to court approval and will be due from you within 10 days of such court approval.

Attached to this letter is a Statement of Firm Policies (the "Statement") that will apply to this representation, provided that to the extent of a conflict between the terms of the Statement and the terms of this letter, the terms of this letter shall control. Please review these policies and let me know if you have any questions concerning them. If the terms described above and in the attached Statement of Firm Policies are satisfactory to you, please so indicate by signing the enclosed copy of this letter and returning the signed copy.

Sincerely,

Timothy L. Wentworth

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THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.

AGREED:

ALLIANCE ENERGY PARTNERS, LLC

By: _____

Name: Jerod Furr

Title: CEO

Date: December 12, 2024.



STATEMENT OF FIRM POLICIES

We appreciate your decision to retain Okin Adams Bartlett Curry LLP (the “Firm”) as your legal counsel and look forward to developing our relationship with you in the course of this representation. Our engagement is limited to the matter identified in the engagement letter to which this Statement of Firm Policies is attached. Except as may be modified by the accompanying engagement letter, the following summarizes our billing practices and certain other terms that will apply to this engagement.

1. Determination of Fees

When establishing fees for services that we render, the Firm is guided primarily by the time and labor required, although it also considers other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that have previously been developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. The Firm generally requires a retainer in an amount which is appropriate with respect to the proposed representation. Unless otherwise agreed, the retainer will be applied to statements rendered in connection with the representation, with any unused portion being returned to the client.

The time for which a client will be charged will include, but will not be limited to, telephone and office conferences between client and counsel, witnesses, consultants, court personnel and others; conferences among legal personnel; factual investigation; legal research; responding to clients’ requests for the Firm to provide information to their auditors in connection with reviews or audits of financial invoices; drafting of agreements, contracts, letters, pleadings, briefs and other documents; travel time; waiting time in court; and time in depositions and other discovery proceedings.

2. Expenses

In addition to legal fees, the Firm’s statements will include out-of-pocket expenses that have been advanced on behalf of the client. Advanced costs generally will include such items as travel expenses and fees for postage, long distance charges, filing, recording, certification, registration, and the like. The Firm may request an advance cost deposit (in addition to the retainer) when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of the representation, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, court reporters, providers of filing services and searches of governmental records and filings, and local counsel. Because of the legal “work product” protection afforded to services that an attorney requests from third parties, in certain situations, the Firm may assume responsibility for retaining the appropriate service providers. If we do so, the client will be responsible for paying all fees and expenses directly to the service providers or reimbursing the Firm for these costs.

3. Billings

The Firm bills monthly throughout the engagement for a particular matter, and monthly statements are due within ten days after your receipt thereof. In instances in which the Firm represents more than one person with respect to a matter, each person that we represent is jointly and severally liable for fees with respect to the representation. Our statements contain a concise summary of each matter for which legal services were rendered and a fee was charged.

We invite our clients to discuss freely with us any questions that they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of the services and the reasonableness of the fees charged for those services. We will attempt to provide as much billing information as the client requires and in such customary form that it desires, and are willing to discuss with clients any of the various billing formats available that best suits their needs.

If any monthly statement is not paid within 60 days after the original statement date, the Firm reserves the right to discontinue services on all pending matters for you until all of your accounts have been brought current. Additionally, if any statement is not paid within 60 days from the date of the original statement, the Firm may, by written notice to you on a subsequent statement or otherwise, declare the overdue account to be delinquent. We have no obligation to declare any account delinquent. If we declare an account to be delinquent, the amount owing on that account will accrue interest at a rate equal to one percent (1%) per month (a 12% annual percentage rate) from the date of our delinquency notice to you until the balance is paid in full, but in no event shall such rate exceed the maximum rate permitted by applicable law. Any payments made on past due statements are applied first to interest, if any, and then to the account balance, beginning with the oldest outstanding statement. In addition, we are entitled to attorneys' fees and costs if collection activities are necessary.

4. Scope of Engagement

The Firm will provide services of a strictly legal nature of the kind generally described in the engagement letter that accompanies this attachment. It is understood that you are not relying on us for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom you may be dealing, or to advise you about changes in the law that might affect you unless otherwise specified in the letter. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work.

5. Necessary Information

It is anticipated that you and any other entities affiliated with you will furnish us promptly with all information that we deem to be required to perform the services described in our engagement letter, including financial statements from qualified accountants and auditors, as appropriate, and documents prepared by other legal counsel employed by you in connection with prior or other matters. You will make such business or technical decisions or determinations as are appropriate to carry out our engagement.



The Firm's engagement is premised and conditioned upon your representation that you are not aware of any material facts or current or historical problem (involving such matters as court orders, injunctions, cease and desist orders, judgments, liabilities, litigation, administrative proceedings, crimes, prosecutions, bankruptcies or securities violations) on the part of any person to be connected with you that you have not fully disclosed to us. You understand that the accuracy and completeness of any document (including securities disclosure documents, litigation pleadings and court filings) prepared by us is dependent upon your alertness to assure that it contains all material facts relating to the subject and purpose of such document and that such document must not contain any misrepresentation of a material fact nor omit information necessary to make the statements therein not misleading. To that end, you agree to review all documents prepared by us for their factual accuracy and completeness prior to any use thereof. You also acknowledge that this responsibility continues through our engagement in the event that such document becomes deficient in this regard. You hereby represent and warrant that any material, information, reports and financial statements, whether rendered orally or in writing, furnished to us by you will be accurate, and that we may rely upon the truth or accuracy of such information.

6. Termination of Engagement

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. You have the right at any time to terminate our services and representation upon written notice to the Firm. We reserve the right to withdraw from our representation if circumstances arise that under the applicable rules of professional conduct, allow or require us to.

7. Disagreements Regarding Fees

In the event that you believe any statement for our services is erroneous for any reason, you shall notify us of the same within 10 business days after receipt of such statement stating the basis for your belief. If agreement cannot be reached with respect to the amount owed, you agree to promptly pay the non-disputed portion of our statement and submit the disputed portion for resolution by the appropriate committee of the organized bar of the city where our office rendering such services is located. If no organized bar exists in that city, then you can submit to the Committee on Arbitration Relating to Fee Disputes (or similar committee) of the regulatory body governing the practice of law in the state or jurisdiction where our office rendering such services is located.

8. Governing Law

OUR ENGAGEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, EXCEPT FOR DISAGREEMENTS REGARDING FEES SUBMITTED TO ARBITRATION PURSUANT TO PARAGRAPH 7 ABOVE, VENUE FOR ANY OTHER ACTION HEREUNDER SHALL BE IN HARRIS COUNTY, TEXAS.

9. Miscellaneous

The engagement letter to which this Statement of Firm Policies is attached constitutes our entire understanding and agreement with respect to the terms of our engagement and supersedes any prior understandings and agreements, written or oral. If any provision of our engagement letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. Our engagement letter may only be amended in writing by the parties hereto.

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Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.